

# ATTACHMENT 1

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**AMENDMENT NUMBER FOUR  
TO PROFESSIONAL SERVICES AGREEMENT  
FOR BUILDING & FIRE PLAN CHECK AND INSPECTION**

This Amendment is made and entered into this \_\_\_ day of June, 2016 ("Effective Date") by and between the City of Costa Mesa, a municipal corporation ("City") and BUREAU VERITAS, a California corporation ("Consultant").

WHEREAS, Consultant and City entered into an agreement on June 19, 2012, for Consultant to provide plan checking and inspection services on an as-needed basis to support new large development projects and special programs in the City ("Agreement"); and

WHEREAS, the term of the Agreement was for one year with up to four (4) additional one (1) year extensions by mutual agreement of the City and Consultant; and

WHEREAS, the first extension was exercised and expired on June 30, 2014; and

WHEREAS, the second extension was exercised and expired on June 30, 2015; and

WHEREAS, the third extension was exercised and expires on June 30, 2016; and

WHEREAS, Consultant and City now wish to amend the Agreement to exercise the fourth and final one (1) year extension; and

WHEREAS, the maximum compensation set forth in the Agreement needs to be changed to reflect the amount budgeted for the services to be performed for the extended term.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Section 2.1 of the Agreement (Compensation) shall be amended to increase the total not to be exceeded amount by Five Hundred and One Thousand Nine Hundred Dollars (\$501,900) in the aggregate. Compensation shall be in accordance with the fee schedule attached hereto as Exhibit "A" and incorporated herein by this reference.

2. Section 4.1 of the Agreement shall be amended to extend the term through June 30, 2017.

3. All terms not herein defined shall have the same meaning and use as set forth in the Agreement.

4. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set their hand by their duly authorized representatives as of the day and year first above written.

CITY OF COSTA MESA,  
A municipal corporation

\_\_\_\_\_  
Mayor of the City of Costa Mesa

Date: \_\_\_\_\_

BUREAU VERITAS

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Project Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

REVIEWED BY:

\_\_\_\_\_  
Economic Development & Development  
Services Director/Deputy CEO

Date: \_\_\_\_\_

\_\_\_\_\_  
Fire Chief

Date: \_\_\_\_\_

\_\_\_\_\_  
Finance Director, **Interim**

Date: \_\_\_\_\_





Exhibit "A"

April 13, 2016

Khanh Nguyen  
City of Costa Mesa

Re: Amendment for FY 16/17  
**Professional Services Fees – Revised**

Dear Khanh,

We are pleased to provide BVNA's updated rate schedule for the City of Costa Mesa. Below we have the existing fees and clearly marked the changes we are requesting.

<b>Existing Fee Schedule:</b>	<b>Current</b>	<b>Proposed</b>
<b>Staff Level Classifications</b>	<b>Hourly Billing Rate*</b>	<b>Hourly Billing Rate*</b>
Combination Building Inspector	\$70	\$74
Senior Building Inspector (Supervisor)	\$75	\$79
Chief of Inspection (Manager)	\$95	\$100
Plans Examiner	\$85	\$90
Plan Check Engineer	\$100	\$105
Chief Plan Check Engineer (Manager)	\$105	\$110
Permit Technician I (entry level)	\$50	\$55
Permit Technician II	\$55	\$60
Permit Technician Supervisor/Manager	\$65	\$70
Office Assistant I	\$45	\$50
Office Assistant II	\$50	\$55
Office Supervisor/Manager	\$55	\$60
Assistant Building Official	\$95	\$100
CASp	\$95	\$100
Fire Plans Examiner	\$95	\$100
Fire Inspector	\$95	\$100
Fire Marshal	\$105	\$110
Code Enforcement Officer	\$65	\$70
Sr. Code Enforcement Officer (Supervisor)	\$70	\$75
Chief of Code Enforcement (Manager)	\$75	\$80

\*Accelerated plan review will be 125% of the fees shown above

\*Overtime will be 125% of the fees shown above. No overtime will be charged without approval from the City

**Proposed Changes:**

Accelerated plan review fees will be negotiated by BVNA and the permit applicant. The estimated fee will cover the initial review plus one recheck. Beyond two reviews, T&M will be charged at a rate of \$150 per hour.



We look forward to working with the City of Costa Mesa.

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Please do not hesitate to contact me with any questions you may have.

Sincerely,

Isam Hasenin, P.E.  
Chief Operating Officer  
1665 Scenic Avenue, Suite 200  
Costa Mesa, CA 92626  
P. (714) 431-4100  
E. [isam.hasenin@us.bureauveritas.com](mailto:isam.hasenin@us.bureauveritas.com)

**AMENDMENT NUMBER FOUR  
TO PROFESSIONAL SERVICES AGREEMENT  
FOR BUILDING & FIRE PLAN CHECK AND INSPECTION**

This Amendment is made and entered into this \_\_ day of June, 2016 ("Effective Date") by and between the City of Costa Mesa, a municipal corporation ("City") and CSG CONSULTANTS, INC., a California corporation ("Consultant").

WHEREAS, Consultant and City entered into an agreement on June 19, 2012, for Consultant to provide plan checking and inspection services on an as-needed basis to support new large development projects and special programs in the City ("Agreement"); and

WHEREAS, the term of the Agreement was for one year with up to four (4) additional one (1) year extensions by mutual agreement of the City and Consultant; and

WHEREAS, the first extension was exercised and expired on June 30, 2014; and

WHEREAS, the second extension was exercised and expired on June 30, 2015; and

WHEREAS, the third extension was exercised and expires on June 30, 2016; and

WHEREAS, Consultant and City now wish to amend the Agreement to exercise the fourth and final one (1) year extension; and

WHEREAS, the maximum compensation set forth in the Agreement needs to be changed to reflect the amount budgeted for the services to be performed for the extended term.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Section 2.1 of the Agreement (Compensation) shall be amended to increase the total not to be exceeded amount by Five Hundred and One Thousand Nine Hundred Dollars (\$501,900) in the aggregate. Compensation shall be in accordance with the fee schedule attached hereto as Exhibit "A" and incorporated herein by this reference.

2. Section 4.1 of the Agreement shall be amended to extend the term through June 30, 2017.

3. All terms not herein defined shall have the same meaning and use as set forth in the Agreement.

4. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set their hand by their duly authorized representatives as of the day and year first above written.

CITY OF COSTA MESA,  
A municipal corporation

\_\_\_\_\_  
Mayor of the City of Costa Mesa

Date: \_\_\_\_\_

CSG CONSULTANTS, INC.

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Project Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

REVIEWED BY:

\_\_\_\_\_  
Economic Development & Development  
Services Director/Deputy CEO

Date: \_\_\_\_\_

\_\_\_\_\_  
Fire Chief

Date: \_\_\_\_\_

\_\_\_\_\_  
Finance Director, **Interim**

Date: \_\_\_\_\_



## Proposed Rates

CSG will mail an invoice at the beginning of every month for services rendered during the previous month. We do not anticipate the use of sub-contractors for this project. CSG provides pick-up and delivery of plans as no additional cost. CSG proposes the use of a percentage option based on plan review fees collected by the City, or compensation utilizing hourly rates.

### Percentage | Hourly Rate Schedule

#### Plan Review Services

Description	Rates
Full Plan Check Services by Percentage.....	75% of the City's Collected Plan Review Fees
Structural   Mechanical   Electrical   Plumbing	
Plan Review by Percentage.....	35% of the City's Collected Plan Review Fees
Chief Plan Check Engineer (Manager) .....	\$100 per hour
Plan Check Engineer.....	\$85 - 95 per hour
Plans Examiner.....	\$75 per hour

#### Building Inspection Services

Chief of Inspection (Manager) .....	\$80 per hour
Senior Building Inspector (Supervisor) .....	\$70 per hour
Combination Building Inspector.....	<b>\$65 per hour</b> (\$60 was old fee)

#### Building Official Services

Assistant Building Official.....	\$100 per hour
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#### Permit Technician Services | Clerical Support

Permit Technician Supervisor/Manager .....	\$60 per hour
Permit Technician II .....	\$50 per hour
Permit Technician I (entry level) .....	\$40 per hour
Office Supervisor/Manager .....	\$40 per hour
Office Assistant II.....	\$40 per hour
Office Assistant I .....	\$40 per hour

#### CASp Services

CASp Consultation.....	\$85 per hour
CASp Inspection.....	\$85 per hour

#### Fire Prevention Services

Fire Marshal .....	\$95 per hour
Fire Plans Examiner .....	85% of the City's Collected Plan Review Fees / \$85 per hour
Fire Inspector .....	\$85 per hour

#### Code Enforcement Services

Chief of Code Enforcement (Manager) .....	\$80 per hour
Sr. Code Enforcement Officer (Supervisor) .....	\$70 per hour
Code Enforcement Officer .....	\$60 per hour

*All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, office expenses, etc. Should the scope of work change or circumstances develop which necessitate special handling, we will notify the City prior to proceeding. Annual adjustments may be made by mutual agreement based upon current CPI.*

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WHEREAS, Consultant and City entered into an agreement on June 19, 2012, for Consultant to provide plan checking and inspection services on an as-needed basis to support new large development projects and special programs in the City ("Agreement"); and

WHEREAS, the term of the Agreement was for one year with up to four (4) additional one (1) year extensions by mutual agreement of the City and Consultant; and

WHEREAS, the first extension was exercised and expired on June 30, 2014; and

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CITY OF COSTA MESA,  
A municipal corporation

\_\_\_\_\_  
Mayor of the City of Costa Mesa

Date: \_\_\_\_\_

INTERWEST GROUP

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Project Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

REVIEWED BY:

\_\_\_\_\_  
Economic Development & Development  
Services Director/Deputy CEO

Date: \_\_\_\_\_

\_\_\_\_\_  
Fire Chief

Date: \_\_\_\_\_

\_\_\_\_\_  
Finance Director, **Interim**

Date: \_\_\_\_\_

# Cost of Providing Services

## PLAN REVIEW FEES

We propose the following fee schedule for all services outlined in the RFP. All plan review fees listed are a percentage of the City's Collected Plan Review Fee.

### Building and Safety Plan Review:

- ✓ 60% for first time check and any required re-checks
- ✓ 75% for expedited plan check which includes first time review and any required re-checks with a turn-around time no more than five (5) calendar days.

### Grading / Improvement Plan Review:

- ✓ 70% for first time check and any required re-checks
- ✓ 85% for expedited plan check which includes first time review and any required re-checks with a turn-around time no more than five (5) calendar days.

### Fire Plan Review:

- ✓ 60% for first time check and any required re-checks
- ✓ 75% for expedited plan check which includes first time review and any required re-checks with a turn-around time no more than five (5) calendar days.

We will perform the number of plan review iterations necessary to obtain approval of each project for the percentage of fee proposed

There is no charge for courier or shipping services.

## HOURLY FEE STRUCTURE

Classification	REVISED 4/2016 Standard Hourly Rate	REVISED 4/2016 Overtime Hourly Rate 125% of standard rate
Combination Building Inspector	70	87
Senior Building Inspector (Supervisor)	81	101
Chief of Inspection (Manager)	94	117
Plans Examiner	88	110
Plan Check Engineer (Manager)	100	125
Permit Technician 1 (entry level)	34	43
Permit Technician II	46	58
Permit Technician Supervisor/Manager	56	70
Office Assistant I	28	35
Office Assistant II	33	42
Office Supervisor / Manager	56	70
Assistant Building Official	94	117
CASp	99	124
Fire Plans Examiner	99	124
Fire Inspector	88	110
Fire Marshal	105	132
Code Enforcement Officer	56	70
Sr. Code Enforcement Officer (Supervisor)	72	90
Chief of Code Enforcement (Manager)	88	110

Rates are typically reviewed yearly on July 1 and may be subject to revision unless under specific contract obligations.  
Approved Mileage to be reimbursed at IRS rate

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CITY OF COSTA MESA,  
A municipal corporation

\_\_\_\_\_  
Mayor of the City of Costa Mesa

Date: \_\_\_\_\_

MELAD ASSOCIATES

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Project Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

REVIEWED BY:

---

Economic Development & Development  
Services Director/Deputy CEO

Date: \_\_\_\_\_

---

Fire Chief

Date: \_\_\_\_\_

---

Finance Director, **Interim**

Date: \_\_\_\_\_

**AMENDMENT NUMBER FOUR  
TO PROFESSIONAL SERVICES AGREEMENT  
FOR BUILDING & FIRE PLAN CHECK AND INSPECTION**

---

This Amendment is made and entered into this \_\_\_ day of June, 2016 (“Effective Date”) by and between the City of Costa Mesa, a municipal corporation (“City”) and SCOTT FAZEKAS & ASSOCIATES, INC., a California corporation (“Consultant”).

WHEREAS, Consultant and City entered into an agreement on June 19, 2012, for Consultant to provide plan checking and inspection services on an as-needed basis to support new large development projects and special programs in the City (“Agreement”); and

WHEREAS, the term of the Agreement was for one year with up to four (4) additional one (1) year extensions by mutual agreement of the City and Consultant; and

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CITY OF COSTA MESA,  
A municipal corporation

\_\_\_\_\_  
Mayor of the City of Costa Mesa

Date: \_\_\_\_\_

SCOTT FAZEKAS & ASSOCIATES, INC.

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Building Official

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

REVIEWED BY:

\_\_\_\_\_  
Economic Development & Development  
Services Director/Deputy CEO

Date: \_\_\_\_\_

\_\_\_\_\_  
Fire Chief

Date: \_\_\_\_\_

\_\_\_\_\_  
Finance Director, **Interim**

Date: \_\_\_\_\_